

EXHIBIT B

SATELLITES UNLIMITED, INC.

ARBITRATION POLICY & PROCEDURES

OVERVIEW: *Satellites Unlimited, Inc.* (hereinafter simply "the Company") recognizes that disputes may arise between it and its employees, that lawsuits are a frustratingly slow and expensive means of resolving disputes, and that arbitration is a faster, less expensive but fair means of resolving disputes for all parties. Arbitration is a dispute resolution process in which an independent, impartial person (the arbitrator) listens to each side present its position and supporting evidence and then decides how the dispute is resolved, much like a trial before a judge. The main differences are that no jury is available in arbitration, the process is less formal than the trial of a lawsuit, and the entire proceeding is private and confidential. Just like a trial, however, the arbitrator's decision is final and binding on all parties (unless appealed to a panel of three other arbitrators, similar to an appeal to a court of appeals).

The Company, like thousands of employers across the United States, believes that arbitration is beneficial for both it and its employees, because arbitration provides a fair, final resolution of employment disputes in a timely, cost-effective manner. Therefore, this Arbitration Policy and Procedures is adopted as an official employment policy of the Company. The Company will not revise, supplement or rescind this Arbitration Policy and Procedures without first giving written notice to its employees. Any revision, supplement or rescission of this Arbitration Policy and Procedures will be prospective only (meaning that any change will take effect only after the date of notice of it, and the change will not apply to any arbitration then going on), and the Company will give employees notice of the revision, supplement or rescission of this Arbitration Policy and Procedures. (The Company reserves the right to change all other policies and procedures at any time without notice and for any reason the Company deems sufficient.)

By continuing your employment with the Company, or by accepting employment with the Company, after you have been provided a copy of or otherwise received notice of this Arbitration Policy and Procedures, you accept all of the terms of this Arbitration Policy and Procedures and agree to be bound by them. The Company agrees that it is also bound by this Arbitration Policy and Procedures. The terms of this Arbitration Policy and Procedures are conditions of your employment.

CLAIMS SUBJECT TO ARBITRATION: Claims and disputes covered by this Arbitration Policy and Procedures include, but are not limited to: (a) all claims and disputes that an employee of the Company may now have or may in the future have against the Company, and (b) all claims that the Company may presently have or may in the future have against the employee.

By way of example, the claims covered by this Arbitration Policy and Procedures also include, but are not limited to, all: claims for wages or other compensation; claims for breach of any contract, covenant or warranty (express or implied); tort claims (including claims for bodily injury or physical, mental or psychological injury, without regard to whether such injury was sustained in the course and scope of employment); negligence, negligence per se and gross negligence claims; claims for wrongful termination (including retaliatory discharge claims); claims of harassment or discrimination (including claims based on race, sex, religion, national origin, age, medical condition or disability); claims for benefits under any employee welfare benefit plan or program sponsored by the Company (after exhausting administrative remedies under the terms of such plans); claims for a violation of any other federal, state or other governmental law, statute, regulation or ordinance; and any and all claims challenging the validity or enforceability of this Arbitration Policy and Procedures (in whole or in part) or challenging the applicability of this Arbitration Policy and Procedures to a particular dispute or claim.

CLAIMS NOT SUBJECT TO ARBITRATION: Notwithstanding the foregoing, the following matters are expressly not covered by this Arbitration Policy and Procedures: (a) any criminal complaint or proceedings, (b) claims before administrative agencies for unemployment benefits, and (c) claims before administrative agencies for workers' compensation benefits.

BINDING ON OTHERS: This Arbitration Policy and Procedures binds and benefits both the employee and the Company, as well as their successors, subsidiaries and affiliates and any of their officers, directors, shareholders, partners, owners, employees and agents and any Company employee benefit plan and its administrators and fiduciaries, and all of their heirs, children, spouses, parents and legal representatives.

COMPLETE AGREEMENT ON THE SUBJECT OF ARBITRATION: This Arbitration Policy and Procedures is the complete agreement between the Company and an employee on the subject of arbitration of disputes. This Arbitration Policy and Procedures takes the place of any other verbal or written understanding on this subject. An employee must not rely on any statements, oral or written, on the subject, effect, enforceability or meaning of this Arbitration Policy and Procedures, except as specifically stated in this Arbitration Policy and Procedures. If any provision of this Arbitration Policy and Procedures is determined to be void or otherwise unenforceable, in whole or in part, such determination shall not affect the validity of the remainder of it.

NOT AN EMPLOYMENT AGREEMENT: This Arbitration Policy and Procedures shall not be construed to create any contract of employment, express or implied. Nor does this Arbitration Policy and Procedures in any way alter the at-will status of an employee's employment with the Company.

DURATION: This Arbitration Policy and Procedures shall survive the termination of the employee's employment with the Company and applies to any dispute, whether it arises or is asserted before, during or after the termination of the employee's employment with the Company.

ARBITRATION PROCEDURES:

1. **Required Notice of All Claims:** The party seeking arbitration must make a written demand for arbitration on the other party within the applicable statute of limitations. Written demand on the Company or one or more of its officers, directors, shareholders, employees, agents, affiliates or benefit plans must be sent to Satellites Unlimited, Inc., Attention: Eddie Goynes, Controller, 138 Citation Ct., Birmingham, AL 35209 (or such other person or address as the Company may specify). If the Company wishes to invoke arbitration, it will make written demand for arbitration on the employee at the last address recorded in the employee's personnel file. This demand for arbitration shall be sent to the other party (or parties) by certified or registered mail, return receipt requested. Neither filing nor serving a lawsuit stops the applicable statute of limitations from continuing to run.

2. **Representation:** Any party may be represented during pre-hearing procedures (as defined below), at the arbitration hearing and/or during the arbitration appeal (as defined below) by an attorney or other representative selected by the party.

3. **Mediation:** Any arbitration that has been timely and properly demanded under Paragraph 1 above shall be stayed and shall not proceed until the parties to the arbitration have mediated the dispute with a mediator either agreed upon by all parties or, if agreement by all parties cannot be reached, by a mediator provided by Dispute Solutions, Inc. This mediation requirement may be waived by written agreement signed by all parties or their counsel. The cost of the mediation shall be split evenly between the two sides to the dispute.

4. General Procedures:

- a. The arbitration hearing will be conducted before one arbitrator (hereinafter the "hearing arbitrator") appointed by or Dispute Solutions, Inc., (or if Dispute Solutions, Inc. is unable to appoint an arbitrator, then by the American Arbitration Association). The then-current rules of Dispute Solutions, Inc., as applicable, governing employment disputes (or, if Dispute Solutions, Inc. is unable to appoint an arbitrator, then the then-current National Rules for the Resolution of Employment Disputes of the American Arbitration Association) shall control and be applied by the hearing arbitrator and by the appellate arbitrators (as defined below).
- b. The hearing arbitrator shall apply the substantive law (and the laws of remedies, if applicable), in the state in which the claim arose, or federal law, or both, depending upon the claims asserted. The hearing arbitrator shall also strictly apply the Federal Rules of Evidence, except that deposition testimony of a witness may be used at the arbitration hearing without regard to whether the witness is unavailable. The hearing arbitrator shall provide brief findings of fact and conclusions of law. All arbitration decisions and awards rendered pursuant to this Arbitration Policy and Procedures shall be kept strictly confidential and shall not be disclosed to anyone not a witness, attorney, party representative, or party who actually attended the arbitration hearing.
- c. The hearing arbitrator shall have jurisdiction to hear and rule on prehearing disputes and is authorized to hold prehearing conferences by telephone or in person as the arbitrator deems necessary. The hearing arbitrator will have the authority to hear a motion to dismiss and/or a motion for summary judgment by any party and in doing so shall apply the standards governing such motions under the Federal Rules of Civil Procedure. The hearing arbitrator shall stay any arbitration until the parties mediate the dispute, unless mediation has been waived by written agreement signed by all parties or their counsel.

5. Pre-Hearing Procedures: Each party will have the right to take the deposition of one individual and any expert witness designated by another party. Each party will have the right to subpoena witnesses in accordance with the Federal Arbitration Act, Title 9 of the United States Code. Additional discovery may be had only where the hearing arbitrator so orders, upon a showing of substantial need. At least 30 days before the arbitration, the parties must exchange lists of witnesses, including any experts, and copies of all exhibits intended to be used at the arbitration hearing.

6. Arbitration Fees and Costs: There will be both administrative fees and arbitrator compensation incurred for any arbitration hearing. The filing fee, included in the administrative fees, for the arbitration hearing will be paid \$250.00 by the employee and the remainder by the Company. Unless the employee chooses to pay all or a part of them, all other administrative fees and all of the hearing arbitrator's compensation will be paid by the Company. Arbitrator compensation is subject to allocation in the award, but administrative fees are not subject to allocation in the award. Any fees for postponements will be paid by the party causing the postponement. Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of the proceedings at the hearing.

7. Attorneys' Fees:

- a. Each party shall be responsible for their own attorney's fees, if any; however, if any party prevails on a statutory claim which allows the winning party to be awarded attorney's fees, or if there is a written agreement providing for fees, the hearing arbitrator shall award reasonable fees to the prevailing party. The hearing arbitrator shall determine the prevailing party in accordance with the meaning of "prevailing party" under the Civil Rights Attorney's Fees Awards Act of 1976.

- b. The hearing arbitrator shall assess attorney's fees against a party upon a showing that such party's claim, defense or position is frivolous, or unreasonable, or factually groundless.
- c. If either party pursues a claim covered by this Arbitration Policy and Procedures by any means other than those set forth in this Arbitration Policy and Procedures, the responding party shall be entitled to dismissal of such action, and the recovery of all costs and attorney's fees and losses related to such action.

8. Appeal Procedures:

- a. Any party may appeal any arbitration award that has been rendered and become final under the rules governing the arbitration. The written appeal must be served in writing on the other party or parties to the arbitration and on Dispute Solutions, Inc. (or, if the American Arbitration Association appointed the hearing arbitrator, then on the American Arbitration Association), by certified mail within thirty (30) days after the hearing arbitrator caused the arbitration award to be mailed to the parties or to their representatives. The writing evidencing the appeal must specify those elements of the arbitration award that are being appealed and must contain a short statement of the appeal's basis. Once an appeal is timely served, the arbitration award by the hearing arbitrator shall no longer be considered final for purposes of seeking judicial enforcement, modification or vacation under the Federal Arbitration Act.
- b. Within fifteen (15) days after receipt of the appeal, the other party or parties may serve a written cross-appeal by serving it by certified mail on the other party or parties to the arbitration and on Dispute Solutions, Inc. (or, if the American Arbitration Association appointed the hearing arbitrator, then on the American Arbitration Association). The writing evidencing the cross-appeal must specify those elements of the arbitration award that are being appealed and must contain a short statement of the cross-appeal's basis. Once a cross-appeal is timely served, the arbitration award by the hearing arbitrator shall no longer be considered final for purposes of seeking judicial enforcement, modification or vacation under the Federal Arbitration Act, even if the appeal is subsequently withdrawn.
- c. Within forty-five (45) days after receipt of the appeal, the parties to the appeal shall select a panel of three arbitrators (hereinafter the "appellate arbitrators") utilizing the procedures to select arbitrators set forth in the then-current rules of Dispute Solutions, Inc. (or, if the American Arbitration Association appointed the hearing arbitrator, then in the then-current rules of the American Arbitration Association). The hearing arbitrator shall not be eligible to serve as an appellate arbitrator.
- d. The fees and expenses of the appellate arbitrators shall be shared equally if both an appeal and a cross-appeal are served. If only an appeal is served, the fees and expenses of the appellate arbitrators shall be paid by the appellant party (or parties). Each party serving an appeal or cross-appeal shall deposit funds or post other appropriate security for the appellate arbitrators' fees in an amount and manner determined by Dispute Solutions, Inc. (or, if the American Arbitration Association appointed the hearing arbitrator, then by the American Arbitration Association) within thirty (30) days after that party's service of an appeal or cross-appeal.
- e. The record on appeal to the appellate arbitrators shall consist of any stenographic record or other record of the hearing before the hearing arbitrator and shall include all exhibits and deposition transcripts admitted into the record by the hearing arbitrator. The parties to an appeal shall assist and cooperate with Dispute Solutions, Inc. (or, if the American Arbitration Association appointed the hearing arbitrator, then the American Arbitration Association), in providing the record, exhibits and deposition transcripts to the appellate arbitrators.

- f. The appellate arbitrators shall establish a briefing schedule, page limitations for briefs and a date and duration for oral argument; provided, however, that prior to the appellate arbitrators' rulings on these subjects, the parties to the appeal may agree to waive briefing and/or oral argument and may agree to their own page limitations for briefs.
- g. The appellate arbitrators shall apply the same standard of review as the first-level appellate court would apply to the cause of action or defense on appeal in similar circumstances. If both federal and state-law causes of action (and/or defenses) are before the appellate arbitrators (either in a single appeal or as the result of a cross-appeal), the appellate arbitrators shall apply only the standards of review utilized by the local United States Court of Appeals in similar circumstances.
- h. By majority vote, the appellate arbitrators may affirm, reverse, render or modify an arbitration award. The appellate arbitrators may remand, but they may not remand to the original hearing arbitrator. In the event of a remand, the parties shall select a new hearing arbitrator under the procedures set forth in the rules governing the arbitration, and the fees and expenses of the new hearing arbitrator shall be shared equally by the parties to the re-hearing. The appellate arbitrators' decision shall include a brief, written opinion addressing the issues before them, and such opinion shall be delivered to the parties and to Dispute Solutions, Inc. (or, if the American Arbitration Association appointed the hearing arbitrator, then to the American Arbitration Association), within thirty (30) days after the conclusion of any briefing schedule or any oral argument or as the parties may agree. Fifteen (15) days after receipt of the appellate arbitrators' opinion setting forth their decision, any award by them shall be considered final for purposes of judicial enforcement, modification or vacation under the Federal Arbitration Act.

9. **Interstate Commerce and the Federal Arbitration Act:** The Company is involved in transactions involving interstate commerce (*e.g.*, purchasing goods and services from outside the state which are shipped into it; utilizing the interstate mail, telephone and highway systems; operating facilities serving people from various states; and recruiting and advertising outside the state), and the employee's employment with the Company involves such commerce. Therefore, the Federal Arbitration Act, Title 9 of the United States Code, will govern the interpretation, enforcement, and all judicial proceedings under and/or with respect to this Arbitration Policy and Procedures.

Adopted effective this ____ day of _____, 2006.

SATELLITES UNLIMITED, INC.

By: _____

Title: _____